

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT  
CASE TYPE: CIVIL OTHER/MISC.

Court File No. Unfiled  
Assigned Judge: Unassigned

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Regina Davis,  
Plaintiff,

vs.

## SUMMONS

Experian Information Solutions, Inc.,  
Defendant.

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THIS SUMMONS IS DIRECTED TO Experian Information Solutions, Inc.

**1. YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

**2. YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this summons a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

5201 Eden Avenue  
Suite 300  
Edina, MN 55436

**3. YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

**4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS**

**SUMMONS.** If you do not Answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the complaint. If you do not want to contest the claims stated in the complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the complaint.

**5. LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

**6. ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: May 7, 2021

Respectfully Submitted,

PETERSON LEGAL, PLLC

/s/ Ryan D. Peterson

Ryan D. Peterson (#0389607)

5201 Eden Avenue, Suite 300

Edina, MN 55436

(612) 367-6568

ryan@peterson.legal

**ATTORNEY FOR PLAINTIFF**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

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Regina Davis,  
Plaintiff,

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Experian Information Solutions, Inc.  
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## COMPLAINT

PLAINTIFF, as and for her cause of action (i.e., violation of the Fair Credit Reporting Act) against the above-named defendant, states and alleges as follows:

### Introduction

1. The following case alleges violations of the federal Fair Credit Reporting Act. Plaintiff Regina Davis allegedly owed money on a Synchrony Bank account and two Citibank, N.A. accounts. Said accounts were assigned to Midland Credit Management, Inc. Ms. Davis resolved the accounts with Midland. However, Midland failed to update its tradeline with the nationwide consumer reporting agencies. Ms. Davis disputed the status of the accounts with Defendant Experian Information Solutions, Inc. However, when it responded to Plaintiff's

dispute, it incorrectly validated two of Midland's tradelines. Consequently, Plaintiff brings this action.

#### **Statement of Jurisdiction**

2. This Court has Jurisdiction over the subject matter of this action pursuant to Minn. Stat. §484.01 and the Fair Credit Reporting Act, 15 U.S.C. §§1681n & o.

#### **Venue**

3. Venue is proper pursuant to Minn. Stat. §542.09 because the cause of action arose within the State of Minnesota and the County of Hennepin.

#### **Parties**

4. Plaintiff Regina Davis is an adult resident of Hennepin County, Minnesota.
5. Defendant Experian Information Solutions, Inc. ("Experian") is a foreign limited liability company registered to conduct business in the state of Minnesota.

#### **Facts**

6. Plaintiff is, and at all times mentioned herein was, a "consumer" as defined by 15 U.S.C. §1681(c).
7. Defendant Experian is, and at all times mentioned herein was, a "consumer reporting agency" as defined by 15 U.S.C. §1681(f).
8. Plaintiff allegedly defaulted on a Synchrony Bank and two CitiBank N.A. accounts (the "Accounts").
9. Synchrony and CitiBank sold and assigned the Accounts to Midland Credit Management, Inc. ("Midland").

10. Plaintiff and Midland eventually reached an agreement that resolved the Accounts (“the Agreement”).
11. Subsequent to the execution of the Agreement, Plaintiff noticed that Midland had failed to update the Accounts’ tradelines on her credit reports to reflect the terms of the Agreement.
12. Consequently, on or about November 5, 2020, Plaintiff disputed the status of Midland’s tradelines by mailing a letter to Defendant (“the Dispute”).
13. Plaintiff included a copy of the Agreement with the Dispute in order update the tradelines of the Accounts as they were being reported by Midland.
14. On or about December 10, 2020, Defendant mailed a letter to Plaintiff in which it informed her that it had validated the incorrect information reported by Midland concerning the Citibank accounts.
15. Furthermore, Defendant failed to inform Plaintiff of the results of the investigation concerning the Synchrony account.
16. Upon information and belief, Defendant Experian failed to conduct a reasonable reinvestigation of Plaintiff’s information pursuant to 15 U.S.C. §1681i.
17. As a result of Defendants’ conduct, Plaintiff suffered from anger, frustration, anxiety, and humiliation.

### **Specific Claims**

Count I– Negligent Violations of the Fair Credit Reporting Act 15 U.S.C. §1681 Et Seq.

18. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
19. The foregoing acts and omissions of Defendant constitute negligent violations of the FCRA, including, but not limited to, 15 U.S.C. § 1681i.

Count II– Knowing and/ or Willful Violations of the Fair Credit Reporting Act 15 U.S.C. §1681

Et Seq.

20. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

21. The foregoing acts and omissions of Defendant constitute knowing and willful violations of the FCRA, including, but not limited to, 15 U.S.C. § 1681i.

**Jury Demand**

22. Plaintiff hereby demands a trial by jury.

**Prayer for Relief**

23. WHEREFORE, Plaintiff, by and through her attorney, respectfully prays for Judgment to be entered in favor of Plaintiff and against Defendants as follows:

- a. All actual compensatory damages suffered;
- b. Statutory damages;
- c. Reasonable attorney's fees, litigation expenses, and cost of suit; and
- d. Any other relief deemed appropriate by this Honorable Court.

Dated: May 7, 2021

Respectfully Submitted,

PETERSON LEGAL, PLLC

/s/ Ryan D. Peterson  
Ryan D. Peterson (#0389607)  
5201 Eden Avenue, Suite 300  
Edina, MN 55436  
(612) 367-6568  
ryan@peterson.legal

**ATTORNEY FOR PLAINTIFF**

**Acknowledgement**

Ryan D. Peterson, by signing above, acknowledges that costs, disbursements, witness fees, and reasonable attorneys' fees may be awarded, pursuant to Minnesota Statutes § 549.211, for a party acting in bad faith or asserting a frivolous claim.